

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEVADA CITY
AND THE
NEVADA CITY FIRE DEPARTMENT EMPLOYEES ASSOCIATION**

July 1, 2014 through June 30, 2016

1. - RECOGNITION:

Pursuant to the provisions of the City of Nevada City Employee – Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et. Seq., the City of Nevada City (hereinafter call the ‘City’ and ‘Employer’ interchangeably), has recognized the Nevada City Fire Department Employees Association (hereinafter called the ‘Employees’) as the exclusive recognized bargaining agent for the employees in the non-management safety employees unit for the purpose of establishing salaries, wages, hours and working conditions.

2. - NON-DISCRIMINATION:

The City shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City agrees to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

3. - SCOPE OF THIS MOU:

1. Scope:

- a. It is intended that the terms of this MOU apply to all non-management safety Employees of the Nevada City Fire Department. This MOU will apply to the Engineers and Captains and excludes volunteers, temporary, and seasonal employees.
- b. The parties to this MOU agree that all terms and conditions of employment including wages, hours and working conditions are contained within the City Personnel Regulations Policy as adopted by the City Council in Resolution 2008-51. The parties also agree that the provisions of this agreement will prevail in the event they differ from those contained in the City Personnel Regulations Policy. All terms and conditions of employment contained in previous MOU’s are no longer in force and are voided with this successor MOU.

2. All prior agreements with any of the covered EMPLOYEES inconsistent with the terms of this MOU do not apply to the agreed upon terms and conditions of employment between the parties and are no longer in force.
3. The agreement shall remain in full force and effect until renegotiated or superseded by successor agreement.

4. -MODIFICATION IN TERMS OF EMPLOYMENT:

City reserves the right to modify any term of this Memorandum of Understanding if fiscal constraints so require. However, no change or modification in wages, hours, or other working conditions or benefits shall occur without first meeting and conferring with the affected Employees.

5. COMPENSATION PLAN:

City has adopted a salary schedule that is acceptable to Employees. The Schedule is attached as Exhibit "A" to this MOU.

- a. Merit step increases as shown on the attached schedule are based upon a performance evaluation system that includes a five step merit pay increase subject to a performance evaluation completed by the employee's supervisor.
- b. The maximum merit step wage increase is limited to 5%. Employees will be considered eligible for merit increases on the one year anniversary of the employee's hire date.
- c. The Fair Labor Standards Act, Section 207K defines overtime thresholds for 24 hour shift personnel ("shift EMPLOYEES") and City agrees to a 14 Day work cycle. The City shall compensate EMPLOYEES at time and a half for any hours exceeding 106 in a 14 day work cycle.

Section 1: Beginning July 1, 2014 members of the bargaining unit will receive a 2.75 % Cost of Living Increase (COLA) (Exhibit "A").

Section 2: Beginning July 1, 2015 members of the bargaining unit will receive a 2.75% Cost of Living Increase (Exhibit "B").

6. - HEALTH, DENTAL VISION, LIFE & DISABILITY BENEFITS:

Effective July 1, 2014, the City shall pay the current total aggregate amount of health premium costs for medical, dental, and vision insurance paid for the benefit of each employee.

Future rate increases beginning July 1, 2014 above the aggregate total paid by the City on behalf of the employee shall be shared equally between the City and the employee until the percentage caps for the employee share (as shown below) of total premium are met. When the percentage caps identified below are reached, the increase in premiums will be shared according to the percentage caps. The City will continue to require that vision for dependent coverage is paid 100% by the employee. The City will continue to pay 100% of medical, dental, and vision premiums for Employee only coverage.

Employees who are hired after February 10, 2010 will continue to pay 25% of their dependent coverage until such time as the 50% of premium increases exceeds the 25% whereupon they will begin to pay the 50% of premium increases up to the maximum employee percentage amounts as shown below. Their portion of aggregate premium will eventually be no more than the same percentage as other employees of this bargaining unit.

Employee Only	0%
Employee + 1 dependent	20% of total aggregate premium
Employee + family	25% of total aggregate premium

The City will continue to research alternative lesser cost plans to offer the City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverages shall receive \$100/ per pay period in lieu of the City payment of medical premiums.

- City reserves the right to amend, suspend or change medical insurance contracts at any time for any reason, but shall meet and confer with EMPLOYEES prior to doing so.
- In the event that a family relationship exists between two Employees, each shall receive full coverage for them individually, and only one of them shall elect to also obtain dependents benefits.
- Dependents are as defined under the coverage of the medical insurance policy.
- Life Insurance: City shall provide options for life insurance for each employee
- Disability Insurance: City shall provide options for short and long term disability insurance for each employee.
- Deferred Compensation: City shall provide options for employee participation in a 457 deferred compensation program.

7. - RETIREMENT:

- Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans.
- Tier 1 employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) under the 3% @ 50 for non-management safety Employees. The employee currently pays 2% of salary toward their CalPERS retirement plan. City presently pays 7% to PERS under the Employer Paid Member Contribution (EPMC) plan.
- Beginning July 1, 2014 through June 30, 2015 Tier 1 employee's will contribute an additional 1% for a total of 3% of salary toward their CalPERS retirement plan. The City will pay 6% to CalPERS under the Employer Paid Member Contributions.

- Beginning July 1, 2015 through June 30, 2015 Tier 1 employees' will contribute and additional 1% for a total of 4% of salary toward their CalPERS retirement plan. The City will pay 5% to CalPERS under the Employer Paid Member Contributions.
- Tier 2 employee's hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@55. The City shall pay on behalf of the employee 2% of the 7% employee member contributions and the employee shall pay the remaining 5% on a pre-tax basis.
- Tier 3 employee's hired after January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in the Public Employees Retirement System 2%@57. The employee shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.
- The City has amended its contract with PERS to include section 20965 Credit for unused sick leave.
- The City has amended its contract with PERS to include section 20042 One Final Year Compensation (Highest).

8. – SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy".

- The City shall provide sick leave accrual for use by Employees for injury or illness to the employee or to attend to the injury or illness needs of a member of their immediate family. Accrued sick leave may also be used as bereavement leave in the event of the death of a family member. Accrued sick leave may also be used for paternity/maternity leave with a limit of up to 10 shifts for shift employees. There will be no payout for accrued sick leave in the event of separation from employment.
- Sick leave shall be accrued based the following rates:
 - i. Shift Employees – 11.2 HRS/Monthly – 134 HRS/YR
 - ii. 40 Hour Employees – 8 HRS/Monthly – 96 HRS/YR
 - iii. No Cap shall be placed on sick leave accrual.

9. – LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, Federal and State laws:

Pregnancy Disability Leave – California Fair Employment Housing Act
 Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
 Federal Family and Medical Leave Act

10. – VACATION:

Employees shall be entitled to vacation benefits specified in the "Vacation Policy".

If the employee reaches the maximum vacation cap, based on years of service, they shall not accrue further vacation leave hours until such time that they reduce their vacation hours below the cap listed below:

24 Hour Shift Employees

0 to 3 Years – 9.33 HRS/Monthly – 112 HRS/YR – CAP 168 HRS

3 to 5 Years – 11.2 HRS/Monthly – 134 HRS/YR - CAP 201 HRS

5 to 15 Years – 14 HRS/PP – 168 HRS/YR – CAP 252 HRS

15 Plus Years – 18.66 HRS/PP – 224 HRS/YR – CAP 336 HRS

40 Hours Employees

0 to 3 Years – 6.67 HRS/Monthly – 80 HRS/YR – CAP 120 HRS

3 to 5 Years – 8.00 HRS/Monthly – 96 HRS/YR – CAP 144 HRS

5 to 15 years – 10.00 HRS/Monthly – 120 HRS/YR – CAP 180 HRS

15 Plus Years – 13.33 HRS/Monthly – 160 HRS/YR – CAP 240 HRS

With the recommendation of the Fire Chief and the approval of the City Manager, the City may allow the sellback of unused vacation based on the following:

The employee shall be limited to selling back 120 hours annually.

The employee may sell back vacation during the month of June. The employee shall provide a 30 day advance written notice of the amount the employee wishes to sell back.

The June date and 30 day advance notice may be waived in cases of emergency by approval of the City Manager.

11. – HOLIDAYS:

The employees shall be compensated for the 14 paid Holidays as follows: Firefighters will be paid 56 hours in the month of December in lieu of taking holidays. In addition, Firefighters will receive 56 hours of holiday leave credit on the first day of January each year in lieu of taking holidays. Holiday leave shall be accrued separately and not subject to the vacation accrual cap. However, holiday leave cannot accrue beyond a balance of 56 hours.

12. – CSFA MEMBERSHIP

As an additional benefit, the City agrees to pay the annual membership fee to CSFA for each regular employee.

13. - OVERTIME:

Section 1: All full-time employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of one hundred six (106) hours within the employee's regular two week pay period. In order to be entitled to overtime, such overtime must be authorized by an immediate supervisor and/or Fire Chief, when reasonably feasible. Nothing herein is intended to limit or restrict authority of the City to require any employee to perform overtime work.

For the purposes of computing overtime, use of holidays, vacation or compensatory time off during any given workweek shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

Hours worked when called in on a day off, or called back to work after leaving the job subject to a two (2) hour minimum.

The Fire Chief, or his/her designee, shall designate work schedules for employees to carry out the work herein provided. The Fire Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

Section 2: When an employee is required to appear in court as a result of their employment with the City on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.

If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

Section 3: The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or City-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

Section 4: Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
2. To maintain necessary staffing levels.

14. - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses. Exhibit B provides the current terms for travel reimbursement.

15. - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, Federal and State laws:

Family & Medical Leave – California Family Rights Act
Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
Federal Family and Medical Leave Act

16. - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy in the City Personnel Regulations Resolution which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

17. - UNIFORMS:

Class "A" Uniform: The City agrees to provide each employee with one standard class "A" uniform upon successful completion of probation. Employees are responsible for the maintenance of their Class "A" uniform. Only one Class "A" uniform per employee. The City agrees to reimburse up to \$750 to each employee for uniforms on an annual basis.

18. - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure.

19. - PROBATIONARY PERIOD:

The City Personnel Regulations Resolution provides that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

20. - DISCIPLINARY ACTIONS:

The City Personnel Regulations Resolution provides that paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

21. - LEAVE REGULATIONS:

The City Personnel Regulations Resolution regarding leave regulations include the following important information:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).
4. Except when an employee is on Family Medical Leave Absence (FMLA), an employee's group health benefits will be maintained and paid by the City.

22. - COMPENSATORY TIME:

The City Personnel Regulations Resolution incorporate the compensatory time policy and procedures for allowance for compensatory time credits. Before working any overtime, an employee shall have been authorized or required to do so by his or her department head or the City Manager. In the case of a bona fide emergency, if it is not reasonably feasible to obtain such prior authorization, the employee who has worked overtime shall request such authorization on the next regular work day.

23. - EDUCATIONAL INCENTIVE PAY:

Employees who possess an Associate of Arts (AA) Degree from a regionally accredited college shall receive an additional 2.5% above their base pay.

Employees who possess Bachelor's (BA or BS) Degree from a regionally accredited college or university shall receive an additional 2.5% above their base pay.

Employees shall receive no more than 5% for educational incentive pay.

24. - TUITION REIMBURSEMENT:

Effective the first pay period that begins after July 1, 2008, bargaining unit employees who thereafter incur expenses for tuition, books and educational fees at a regionally accredited college or university shall be entitled to reimbursement up to \$500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail. The courses must be pre approved by the Fire Chief and City Manager and be relevant to the employee's current and future scope of work.

25. - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

26. - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;

- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- j. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless the Association alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

27. - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

28. - ASSOCIATION RESPONSIBILITY:

Section 1: If, the Nevada City Fire Department Employee's Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXXIV, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXXIV, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXXIV, Prohibited conduct, Section 1.

29. - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXXIII, Association Responsibility, the City may suspend any and all of the rights and

privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

30. - ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

Section 3: By their signatures hereto, the representative of the undersigned Employee Bargaining unit warrant that the terms of this MOU have been duly reviewed and approved by their members, and that the representatives have full authority to bind their members to this agreement.

Section 4: If any section, subsection, subdivision, sentence, clause or phrase of the MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

31. - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

32. - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances,

provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

33. - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

34. - FULL FORCE AND EFFECT

All provision of Agreement shall remain in full force and effect for the duration of this Agreement.

35. - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 1, 2014, and shall continue in full force and effect through June 30, 2016

36. - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 25th day of June, 2014.

CITY OF NEVADA CITY

**NEVADA CITY FIRE
DEPARTMENT EMPLOYEE'S
ASSOCIATION**

By: David Brennan
David Brennan, City Manager

By: Catrina Olson
Catrina Olson, Assistant City Manager

By: Dan Paulus
Dan Paulus

By: Kevin Cartzdafner
Kevin Cartzdafner

CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE

JUNE 2014

FIRE DEPARTMENT EMPLOYEES ASSOCIATION- EXHIBIT A

As of 7/1/13

Fire Captain

Monthly

Hourly

A	B	C	D	E
\$ 3,987	\$ 4,186	\$ 4,395	\$ 4,617	\$ 4,846
\$ 16.00	\$ 16.80	\$ 17.64	\$ 18.53	\$ 19.45

Annual Range	
\$ 47,840	\$ 58,156

As of 7/1/14

Monthly

Hourly

A	B	C	D	E
\$ 4,106	\$ 4,312	\$ 4,527	\$ 4,754	\$ 4,991
\$ 16.48	\$ 17.30	\$ 18.17	\$ 19.08	\$ 20.03

Annual Range	
\$ 49,275	\$ 59,894

As of 7/1/15

Monthly

Hourly

A	B	C	D	E
\$ 4,211	\$ 4,420	\$ 4,642	\$ 4,874	\$ 5,115
\$ 16.90	\$ 17.74	\$ 18.63	\$ 19.56	\$ 20.53

Annual Range	
\$ 50,531	\$ 61,385

As of 7/1/13

Fire Engineer

Monthly

Hourly

A	B	C	D	E
\$ 3,267	\$ 3,431	\$ 3,603	\$ 3,782	\$ 3,972
\$ 13.11	\$ 13.77	\$ 14.46	\$ 15.18	\$ 15.94

Annual Range	
\$ 39,199	\$ 47,661

As of 7/1/14

Monthly

Hourly

A	B	C	D	E
\$ 3,364	\$ 3,533	\$ 3,710	\$ 3,894	\$ 4,091
\$ 13.50	\$ 14.18	\$ 14.89	\$ 15.63	\$ 16.42

Annual Range	
\$ 40,365	\$ 49,096

As of 7/1/15

Monthly

Hourly

A	B	C	D	E
\$ 3,466	\$ 3,640	\$ 3,822	\$ 4,012	\$ 4,213
\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.10	\$ 16.91

Annual Range	
\$ 41,591	\$ 50,561

Monthly salary based on 2912 hours annually - 2756 @ regular and 156 @ 1.5



City of Nevada City Travel and Meeting Reimbursement Policy

I. Purpose

The City has adopted this policy to control the cost of travel, training, and meetings and to fairly reimburse individuals for actual and necessary expenses.

II. Policy

This policy applies to the City Council, City Staff, and members of any other Board or Commission created by act of the City Council. City Council, City Staff and any other Board or Commission members are expected to use good judgment in the use of City funds while on official business and to always seek to be thrifty in order to minimize the total cost to the taxpayer.

III. General

1. Travel and reimbursement is limited to situations in which the City receives a clear benefit from the attendance of a representative. City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. The following types of occurrences qualify for reimbursement expenses incurred in connection with the activities and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - a. Communicating with representatives of regional, state, local, and national government on City-adopted policy positions;
 - b. Attending authorized educational seminars designed to improve skill and information levels;
 - c. Participating in regional, state, local, and national organizations whose activities affect the City's interests;
 - d. Attending city events and local meetings; and
 - e. Promoting and representing Nevada City in official presentations or attendance in events by the Mayor or his/her designee.
2. Upon request the City will advance money and reimburse claims for reasonable expenses incurred while traveling or performing other City business within the guidelines of this policy. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - a. The personal portion of any trip;
 - b. Political or charitable contributions or events;

Exhibit B

- c. Family expenses, including partner's expenses when accompanying officials or employee on agency-related business, as well as children or pet-related expenses;
- d. Entertainment expenses, including alcohol, theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, traffic citations, or insurance; and,
- f. Personal losses incurred while on City business.

Such personal expenses shall not be charged on City charge cards. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

IV. Review/Approvals

- 1. All travel and meetings anticipated to cost over \$150 or requiring an overnight stay must be approved 30-90 days in advance by the employee's Department Director, City Manager, or Assistant City Manager. To accomplish this, the employee will prepare and initial the City's Travel and Meeting Authorization form. The approving authority will sign, date, and return this form to the employee for subsequent inclusion with reimbursement request.
- 2. The basic authorization for all employee travel is the approved operating budget for the current fiscal year. The approving authority who authorizes the trip, through travel advances and/or expense claims, will verify availability of funds in the budget. While it is recognized that travel and meeting plans/destinations may change during the year, the total travel budget may not be exceeded without prior approval from the City Manager or Assistant City Manager for a budget adjustment.
- 3. Regardless of whether funding is available in a department budget trips, conferences, seminars, and the like, not outlined in the budget, must be pre-approved by the Department Director, City Manager, or Assistant City Manager.

V. Advances/Payment Amounts

- 1. Payments – The preferred method of payment for registration, transportation, and lodging expenses is through the warrant request process. A City of Nevada City credit card, or an employee's personal card, may be used with the consent of the Department Director, City Manager, or Assistant City Manager.
- 2. Transportation – The method of travel (air, train, personal auto, or city auto) should be selected on the basis of the least total cost to the City. This

Exhibit B

determination should take into account any employee wages paid during travel or consideration of a Councilmember's time.

3. Air Travel – The lowest fare available a minimum of two weeks before the event should be utilized, unless a shorter time frame is required. Airfare may be charged to a City credit card or a personal credit card. In all cases, copies of the ticket or ticket-less voucher depicting the cost must be attached to the Expense Reimbursement Form. Only coach class will be reimbursed, consistent with C.2 above. Upgrades in class will be at the employee's expense.
4. Ground Transportation – Courtesy shuttle service, buses, and taxis should be used between airports and meeting locations. Car rentals should only be used in special situations, where the aforementioned services are not practical, and will require pre-approval from the Department Director, City Manager, or Assistant City Manager.
5. Lodging – Council members, officials, and employees will always seek to stay at the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events, or where this is not possible, please ask your representative for government rates and inquire into having the Transient Occupancy Tax (TOT) waived. Many cities will do this as a courtesy for other local agencies, and the savings for larger groups can be significant.
6. Meals – The costs for meals while traveling are reimbursable since the City does not provide a per diem. In addition, meals necessary for a budget authorized one-day conference, workshop, or professional association meeting are eligible for reimbursement when the conference hours fall within standard meal times.

For determining advances and reimbursements, meals are reimbursable up to a maximum of \$53 per day. Snacks and non-business-related expenses are not reimbursable. In general, the maximum range per meal should be \$25 for dinner, \$16 for lunch, and \$12 for breakfast, with a \$53/day maximum. Officials and employees are responsible for meal costs when a detailed receipt is not provided and for meal amounts in excess of \$53 per day. Meal cost includes the restaurant charge plus tip. As a guide, tips should be 15% of the pretax amount.

The City reserves the right to further restrict meal or miscellaneous reimbursements including but not limited to the following examples:

- For conferences where a meal (e.g. Continental breakfast or lunch with a speaker) and the cost of a meal is included as part of the registration fee, the City will not reimburse an employee for the same meal.

Exhibit B

- Further, City Council members, officials, and employees will not be reimbursed for purchasing meals for third parties; other than the City Manager or his/her designee for business-related purposes only.
 - No reimbursement will be made for the purchase of alcoholic beverages. If you purchase an alcoholic beverage with your meal you just deduct the cost of the beverage, including tax and tip, from your request for reimbursement.
7. Business related expenses – Reasonable miscellaneous business-related expenses are reimbursable according to business circumstances.
 8. Telephone/Fax/Cellular/Internet – Reimbursement may be authorized for actual and necessary telephone, fax, and short-term Internet expenses incurred on City business when not otherwise covered under a pre-existing plan or service arrangement. Telephone or other bills should identify which services were used on City business. To the extent possible anyone traveling for City business should make every effort to use Internet access provided by the conference rather than paying daily access charges.
 9. Advances – Advances for miscellaneous, business-related expenses (i.e., cabs, tips, and other transportation) are available up to \$50 per day, with a \$250 maximum per event. The City will reimburse eligible expenses above the \$50 advance limit.

Unused advanced funds will be returned to the Finance & Administration Department along with a copy of the Expense Reimbursement Form within seven (7) business days of the employee's return to work.

VI. Reimbursement Request

1. Expenses, and accounting for advances, are to be submitted for approval and reimbursement within seven (7) days of completion of the business trip. These materials will be review and approved by the Department Director before submission to the Finance and Administration Department.
2. Receipts are to be attached to the Expense Reimbursement form for each expenditure. The City will deny reimbursement unless accompanied by a proper receipt. Each receipt must have the pre-printed name of the business, the date of the expenditure, and cost per item. For example, perforated tabs torn from the bottom of the restaurant bills are not acceptable by themselves. The Councilmember, official, or employee should request that the restaurant provide a printed receipt as well. A detailed receipt for credit card meals is mandatory.

Exhibit B

3. Petty cash may not be used for travel expense reimbursements unless the reimbursement is only for local mileage and is under \$50.
4. Individuals electing to drive to any meeting or event shall receive the IRS standard mileage reimbursement rate, up to \$.55 or the cost of the lowest airfare and ground transportation.
5. The method for calculating reimbursable mileage, the round trip commute to work and back home shall be subtracted from the total mileage driven each day to calculate reimbursable miles. This applies to travel for all City business, including meetings, training, and serving on interview panels on behalf of the City. When possible it is preferred that anyone traveling uses the City vehicle that is available for commuting for City business.
6. Employees electing to use credit cards (personal or City) for trip expenses must produce detailed receipts of the kind mentioned above for their purchases.
7. Business-related telephone charges will be reimbursed for employees who are not provided a phone allowance.
8. The Finance & Administration will receive and review all documentation prior to the issuance of a warrant for reimbursement.

VII. Compliance with Laws

Recipients of reimbursement should keep in mind that some expenditures may be subject to reporting under the Political Reform Act for Lobbyists. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.

VIII. Violation of this Policy

Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City reporting the expenses as income to state and federal tax authorities, 4) civil penalties up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3.